

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIREHOUSE RESTAURANT GROUP, INC.		08/05/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	TD BANK, N.A.		
Street Address:	9715 GATE PARKWAY N.		
City:	JACKSONVILLE		
State/Country:	FLORIDA		
Postal Code:	32246		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 66			
Property Type	Number	Word Mark	
Registration Number:	1903134	N. Y. C.	
Registration Number:	1903135	FIREHOUSE	
Registration Number:	1983934	FIREHOUSE SUBS EST. 1994	
Registration Number:	2606263	FIREHOUSE SUBS	
Registration Number:	2784438	FULLY INVOLVED	
Registration Number:	2786569	ENGINEER SUB	
Registration Number:	2795059	FIREHOUSE SUBS	
Registration Number:	2795060	FIREHOUSE SUBS	
Registration Number:	2797711	HOOK & LADDER SUB	
Registration Number:	2802416	NEW YORK STEAMER SUB	
Registration Number:	2866824	FIREHOUSE SUBS	
Registration Number:	3000715	FIREHOUSE	
Registration Number:	3012834	FIREHOUSE SUBS	
Registration Number:	3012835	FIREHOUSE SUBS	
Registration Number:	3014796	FIREHOUSE SUBS	
Registration Number:	3017190	FIREHOUSE "HERO" SUB	
Registration Number:	3027225	FIREHOUSE SUBS	
Registration Number:	3027226	FIREHOUSE SUBS	
Registration Number:	3031377	FIREHOUSE SUBS	
TRADEMARK			

OP \$1665.00 1903134

Property Type	Number	Word Mark
Registration Number:	3031378	FIREHOUSE SUBS
Registration Number:	3063736	FIREHOUSE SUBS
Registration Number:	3063737	FIREHOUSE SUBS
Registration Number:	3065955	FIREHOUSE SUBS
Registration Number:	3070837	FIREHOUSE SUBS
Registration Number:	3070838	FIREHOUSE SUBS
Registration Number:	3070844	FIREHOUSE SUBS
Registration Number:	3082197	FIREHOUSE SUBS
Registration Number:	3082196	FIREHOUSE SUBS
Registration Number:	3173205	CAPTAIN SORENSEN'S DATIL PEPPER HOT SAUC
Registration Number:	3161773	CAPTAIN SORENSEN'S
Registration Number:	3246353	FIREHOUSE SUBS
Registration Number:	3253052	FIREHOUSE SUBS
Registration Number:	3261752	FIREHOUSE SUBS
Registration Number:	3306295	FIREHOUSE SUBS
Registration Number:	3316544	FIREHOUSE SUBS FOUNDED BY FIREMEN
Registration Number:	3323733	HOOK & LADDER
Registration Number:	3323734	NEW YORK STEAMER
Registration Number:	3323735	FIREHOUSE HERO
Registration Number:	3323736	FIREHOUSE STEAK & CHEESE
Registration Number:	3323708	CHIEF'S SALAD
Registration Number:	3323156	FIREHOUSE SUBS
Registration Number:	3323157	FIREHOUSE SUBS
Registration Number:	3323158	FIREHOUSE SUBS
Registration Number:	3382694	FIREHOUSE SUBS
Registration Number:	3413742	FOUNDED BY FIREMEN
Registration Number:	3413743	FOUNDED BY FIREMEN
Registration Number:	3482188	FIREHOUSE SUBS FOUNDED BY FIREMEN
Registration Number:	3482187	FIREHOUSE SUBS FOUNDED BY FIREMEN
Registration Number:	3355508	ENGINEER
Registration Number:	3357598	FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION
Registration Number:	3615605	FIREHOUSE SUBS
Registration Number:	3618997	FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION
Registration Number:	3751737	FIREHOUSE MEATBALL
Registration Number:	3791438	FIREHOUSE SUBS CHERRY LIME-AID FIREHOUSE
Registration Number:	3827073	FIREHOUSE SUBS
Registration Number:	3833616	FIREHOUSE SUBS
Registration Number:	3847091	THE ROOKIE

Property Type	Number	Word Mark
Registration Number:	3982660	MAKE IT A DOUBLE
Registration Number:	4229755	OUR WAY BEATS THEIR WAY. IF YOU DON'T AG
Registration Number:	4618210	FIREHOUSE SUBS CHERRY LIME - AID LIGHT
Registration Number:	4639976	HOOK & LADDER SALAD
Registration Number:	4639978	FIREHOUSE SALAD
Registration Number:	4639977	HOOK & LADDER LIGHT
Registration Number:	4698358	CAPT. SORENSEN'S DATIL PEPPER GRILLED CH
Registration Number:	4738798	FIREHOUSE FUNDS
Serial Number:	86475684	HEROFUEL

CORRESPONDENCE DATA

Fax Number: 2158511420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-241-7966

Email: karmellino@reedsmith.com

Correspondent Name: Brian M. Schenker

Address Line 1: 1717 Arch Street, Suite 3100

Address Line 2: Reed Smith LLP

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	839244.60085
NAME OF SUBMITTER:	Brian M. Schenker
SIGNATURE:	/Brian M. Schenker/
DATE SIGNED:	08/06/2015

Total Attachments: 21

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made this 5th day of August, 2015, by **FIREHOUSE RESTAURANT GROUP, INC.**, a Florida corporation, with a mailing address of 3400-8 Kori Rd., Jacksonville, FL 32257 ("Borrower") and delivered to **TD BANK, N.A.** having an address of 9715 Gate Parkway N., Jacksonville, Florida 32246 ("Lender").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Amended and Restated Loan and Security Agreement of even date herewith between Borrower and Lender (as it may be supplemented, restated, superseded, amended or replaced from time to time, the "Loan Agreement"), under which Borrower is granting Lender a lien on and security interest in certain assets of Borrower associated with or relating to services or products sold under Borrower's trademarks and the goodwill associated therewith, and under which Lender is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Borrower has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

C. Pursuant to the Loan Agreement, Lender is acquiring a lien on and security interest in and, after the occurrence and during the continuance of an Event of Default, a royalty-free license to use, the Trademarks and the registration thereof, together with all the goodwill of Borrower associated therewith and represented thereby, as security for all of the Obligations (as defined in the Loan Agreement), and Lender desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Borrower grants to Lender a lien on and security interest in all of Borrower's present and future right, title and interest in and to the Trademarks, together with all the goodwill of Borrower associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Borrower hereby covenants and agrees to maintain the registrations for the Trademarks in full force and effect until all of the Obligations are indefeasibly paid and satisfied in full; provided that, Borrower may abandon any such registrations upon receipt of the written consent of the Lender, which consent will not be unreasonably withheld or delayed.

3. Borrower represents, warrants and covenants to Lender that:

(a) The registrations for the Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) All of the Trademarks (other than application for the registration thereof which have been filed) are registered, and such registrations are valid and enforceable;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, as used in its business, and each of the Trademarks is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses (other than to Borrower and Lender hereunder, licenses to Affiliates of Borrower, licenses or sublicenses to franchisees and licenses granted in the ordinary course with respect to marketing, sponsorships, or other business activities) and covenants by Borrower not to sue third persons;

(d) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Borrower has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks except where failure to comply would not have a Material Adverse Effect on Borrower or its Property;

(f) Borrower has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks; and

(g) Borrower has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Trademarks and hereby grants to Lender and its employees and agents the right (with no obligation of any kind upon Lender to do so) to visit Borrower's affiliates, franchises or management locations and to inspect the use of the Trademarks and quality control records relating thereto at reasonable times during regular business hours to ensure Borrower's compliance with this paragraph 3(g).

4. Borrower further covenants that:

(a) Until all the Obligations are indefeasibly paid and satisfied in full, Borrower will not enter into any agreement, including, without limitation, license agreements or options, which are inconsistent with Borrower's obligations under this Agreement, Borrower's obligations under the Loan Agreement or which restrict or impair Lender's rights hereunder.

(b) If Borrower acquires rights to any new trademark registrations, or files any new applications for trademark registrations, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Borrower shall give Lender prompt written notice thereof along with an amended Schedule "A."

5. So long as this Agreement is in effect and so long as Borrower has not received notice from Lender that an Event of Default has occurred under the Loan Agreement and that Lender has not elected to exercise its rights hereunder: (i) Borrower shall continue to have the

exclusive right to use the Trademarks; and (ii) Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Borrower agrees not to sell, grant any option, assign or further encumber its rights and interest in the Trademarks to any entity or person other than Lender (and other than licenses and sub-licenses granted in the ordinary course of business) without the prior written consent of Lender.

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Agreement, Borrower hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect from time to time, in the State of Florida, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, while an Event of Default exists, Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a Trademark Assignment in the form attached hereto as Exhibit 1. Borrower hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted to Lender under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Agreement, the language of this Agreement shall control.

10. Upon Borrower's performance of all of the obligations under the Loan Documents and after all Obligations are indefeasibly paid and satisfied in full, Lender shall, at Borrower's expense, execute and deliver to Borrower all documents reasonably necessary to terminate Lender's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of

Obligations to Lender and shall bear interest at the otherwise applicable rate prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Borrower shall have the duty to prosecute diligently any application and/or registration with respect to the Trademarks pending as of the date of this Agreement or thereafter, until the Obligations are indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of Lender, Borrower shall make federal application on registerable but unregistered Trademarks belonging to Borrower and licensed to Borrower. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Borrower. Borrower shall not abandon any Trademarks without the prior written consent of Lender, which consent will not be unreasonably withheld or delayed.

13. Borrower shall have the right to bring suit in its own name to enforce the Trademarks, in which event Lender may, if Borrower reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Lender's name, but at the expense of Borrower.

15. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between Borrower and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. THIS AGREEMENT, AND ALL MATERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND ALL RELATED AGREEMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF FLORIDA. THE PROVISIONS OF THIS AGREEMENT AND ALL OTHER AGREEMENTS AND DOCUMENTS REFERRED TO HEREIN ARE TO BE DEEMED SEVERABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION SHALL NOT AFFECT OR IMPAIR THE REMAINING PROVISIONS WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT.

19. Borrower hereby irrevocably consents to the non-exclusive jurisdiction of the Courts of the State of Florida or the United States District Court for the Middle District of Florida in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking. Borrower waives any objection which Borrower may have based upon lack of personal jurisdiction, improper venue or forum non conveniens. Borrower irrevocably agrees to service of

process by certified mail, return receipt requested to the address of the appropriate party set forth on the signature page hereto.

20. BORROWER (AND LENDER BY ITS ACCEPTANCE HEREOF) HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS OR WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY DISCUSSIONS, NEGOTIATIONS OR COMMUNICATIONS INVOLVING OR RELATED TO ANY PROPOSED RENEWAL, EXTENSION, AMENDMENT, MODIFICATION, RESTRUCTURE, FORBEARANCE, WORKOUT, OR ENFORCEMENT OF THE TRANSACTIONS CONTEMPLATED HEREUNDER OR UNDER THE LOAN DOCUMENTS.

[SIGNATURES TO FOLLOW ON SEPARATE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

Borrower:

FIREHOUSE RESTAURANT GROUP, INC.

By: 

Name: Robin O. Sorensen

Title: President

Address: 3400-8 Kori Rd., Jacksonville, FL 32257

Approved and Accepted:

TD BANK N.A.

By: 

Name: Cheryl Snyder


Title: Vice President

CORPORATE ACKNOWLEDGMENT






UNITED STATES OF AMERICA :
STATE OF FLORIDA :SS
COUNTY OF DUVAL :









On this 5th day of August, 2015, before me personally appeared Robin O. Sorensen, to me known and being duly sworn, deposes and says that he is the President of Firehouse Restaurant Group, Inc., the corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he signed the Agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.
















Notary Public
My Commission Expires:


Schedule A to Trademark Security Agreement

REGISTERED US TRADEMARKS AND SERVICE MARKS				
	MARK	REG. NO.	REG. DATE	Class/Use
1		1,903,134*	July 4, 1995	Restaurant Services
2		1,903,135*	July 4, 1995	Restaurant Services
3		1,983,934*	July 2, 1996	Restaurant Services, Providing of Food and Drink
4	FIREHOUSE SUBS	2,606,263*	August 13, 2002	Restaurant Services specializing in submarine style sandwiches for public consumption
5	FULLY INVOLVED	2,784,438*	November 18, 2003	Restaurant services
6	ENGINEER SUB	2,786,569*	November 25, 2003	Food products, namely sandwiches
7		2,795,059*	December 16, 2003	Charitable Fund Raising
8	FIREHOUSE SUBS	2,795,060*	December 16, 2003	Charitable Fund Raising
9	HOOK & LADDER SUB	2,797,711*	December 23, 2003	Food products, namely sandwiches
10	NEW YORK STEAMER SUB	2,802,416*	January 6, 2004	Food products, namely sandwiches
11		2,866,824*	July 27, 2004	Clothing, namely t-shirts, golf shirts and polo shirts

12.	FIREHOUSE	3,000,715*	September 27, 2005	Clothing, namely shirts
13		3,012,834*	November 8, 2005	Restaurant Franchising
14		3,012,835*	November 8, 2005	Restaurant Services
15	FIREHOUSE SUBS	3,014,796*	November 15, 2005	Restaurant Franchising
16	FIREHOUSE "HERO" SUB	3,017,190*	November 22, 2005	Sandwiches
17	FIREHOUSE SUBS	3,027,225*	December 13, 2005	Cereal based snack foods; foods, namely cookies and brownies
18		3,027,226*	December 13, 2005	Cereal based snack foods; foods, namely cookies and brownies
19	FIREHOUSE SUBS	3,031,377*	December 20, 2005	Pastries and desert items, namely cookies and brownies
20		3,031,378*	December 20, 2005	Pastries and desert items, namely cookies and brownies
21	FIREHOUSE SUBS	3,063,736*	February 28, 2006	Stickers
22		3,063,737*	February 28, 2006	Stickers
23	FIREHOUSE SUBS	3,065,955*	March 7, 2006	Bags, namely paper bags
24	FIREHOUSE SUBS	3,070,837*	March 21, 2006	Hats; toy vehicles
25		3,070,838*	March 21, 2006	Hats; toy vehicles
26		3,070,844*	March 21, 2006	Bags, namely paper bags
27		3,082,197*	April 18, 2006	Paper for wrapping and packaging of food
28	FIREHOUSE SUBS	3,082,196*	April 18, 2006	Paper for wrapping and packaging of food

29		3,173,205*	Nov. 21, 2006	Sauces
30	CAPTAIN SORENSEN'S	3,161,773*	Oct. 24, 2006	Sauces
31		3,246,353*	May 29, 2007	Restaurant Franchising
32		3,253,052*	June 19, 2007	Restaurant Services
33	FIREHOUSE SUBS	3,261,752*	July 10, 2007	Gift cards; Magnetically encoded credit cards
34		3,306,295*	October 9, 2007	Magnetically encoded credit cards, gift card
35	 FOUNDED BY FIREMEN	3,316,544*	October 23, 2007	Magnetically encoded credit cards, gift cards
36	HOOK & LADDER	3,323,733*	October 30, 2007	Sandwiches
37	NEW YORK STEAMER	3,323,734*	October 30, 2007	Sandwiches
38	FIREHOUSE HERO	3,323,735*	October 30, 2007	Sandwiches
39	FIREHOUSE STEAK & CHEESE	3,323,736*	October 30, 2007	Sandwiches
40	CHIEF'S SALAD	3,323,708*	October 30, 2007	Garden salads; Pre-cut vegetable salad; Vegetable salads
41	FIREHOUSE SUBS	3,323,156*	October 30, 2007	Cups, Drinking Cups
42		3,323,157*	October 30, 2007	Cups, Drinking Cups
43		3,323,158*	October 30, 2007	Cups, Drinking Cups
44	FIREHOUSE SUBS	3,382,694*	February 12, 2008	Financial services in the field of money lending; Consumer lending services
45	FOUNDED BY FIREMEN	3,413,742*	April 15, 2008	Restaurant Services
46	FOUNDED BY FIREMEN	3,413,743*	April 15, 2008	Restaurant franchising

47		3,482,188*	August 5, 2008	Restaurant franchising
48		3,482,187*	August 5, 2008	Restaurant services
49	ENGINEER	3,355,508*	December 18, 2007	Sandwiches
50		3,357,598*	December 18, 2007	Accepting and administering monetary charitable contributions; Charitable fund raising
51	FIREHOUSE SUBS	3,615,605*	May 5, 2009	Golf shirts
52	FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION	3,618,997	May 12, 2009	Accepting and administering monetary charitable contributions; Charitable fund raising services
53	FIREHOUSE MEATBALL	3,751,737	February 23, 2010	Sandwiches
54		3,791,438	May 18, 2010	Fruit-flavored beverages
55	FIREHOUSE SUBS	3,827,073	August 3, 2010	Iced tea; Colas; Fruit flavored drinks; Fruit-flavored beverages; Non-alcoholic beverages with tea flavor; Non-alcoholic beverages, namely, carbonated beverages; Soft drinks
56		3,833,616	August 17, 2010	Iced tea; Colas; Fruit Flavored drinks; Fruit-flavored beverages; Non-alcoholic beverages with tea flavor; Non-alcoholic beverages, namely, carbonated beverages; Soft drinks

57	THE ROOKIE	3,847,091	September 14, 2010	Prepared meals, namely, lunches, dinners; box lunches, box dinners, box meals; prepackaged lunches, prepackaged dinners and prepackaged meals; consisting primarily of sandwiches
58	MAKE IT A DOUBLE	3,982,660	June 21, 2011	Restaurant services, featuring specialty prepared sandwiches
59	OUR WAY BEATS THEIR WAY. IF YOU DON'T AGREE, IT'S FREE.	4,229,755	October 23, 2012	Restaurant services
60		4,618,210	October 7, 2014	Fruit-flavored beverages
61	HOOK & LADDER SALAD	4,639,976	November 18, 2014	Garden salads; Salads, namely, garden and vegetable salads with meat and cheese
62	FIREHOUSE SALAD	4,639,978	November 18, 2014	Garden salads; Salads, namely, garden and vegetable salads with meat and cheese
63	HOOK & LADDER LIGHT	4,639,977	November 18, 2014	Sandwiches
64	CAPT. SORENSEN'S DATIL PEPPER GRILLED CHICKEN	4,698,358	March 10, 2015	Sandwiches
65	FIREHOUSE FUNDS	4,738,798	May 10, 2015	Magnetically encoded gift cards
<u>PENDING US TRADEMARK APPLICATIONS</u>				
66	HEROFUEL	86/475,684	December 9, 2014	Charitable services, namely, promoting public awareness of goods deeds & acts of kindness & inspirational stories, and happy & healthy living; Providing info about good deeds &





				acts of kindness & inspirational stories, & happy & healthy living; Providing on-line forum for the sharing of info & videos about good deeds & acts of kindness & inspirational stories, & happy & healthy living
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<u>ISSUED INTERNATIONAL TRADEMARKS BY COUNTRY</u>				
67	FIREHOUSE SUBS Argentina	2,310,422	August 24, 2009	Franchise services
68	FIREHOUSE SUBS Argentina	2,310,423	August 24, 2009	Restaurant services
69	FIREHOUSE SUBS LOGO Argentina	2,310,424	August 24, 2009	Franchise services
70	FIREHOUSE SUBS LOGO Argentina	2,310,425	August 24, 2009	Restaurant services
71	FIREHOUSE SUBS Australia	1,117,936	June 9, 2006	Restaurant and franchise services
72	FIREHOUSE SUBS LOGO Australia	1,117,939	June 9, 2006	Restaurant and franchise services
73	FIREHOUSE SUBS LOGO Brazil	800110000612	March 1, 2011	Restaurant services
74	FIREHOUSE SUBS LOGO Brazil	800110028634	February 21, 2011	Franchise services
75	FIREHOUSE SUBS Brazil	100110000611	March 1, 2011	Restaurant services
76	FIREHOUSE SUBS Brazil	800110119933	July 28, 2011	Franchise services
77	FIREHOUSE SUBS LOGO Canada	TMA693,405	July 24, 2009	Retail store services featuring baked goods, pastries and desert; Restaurant services; Franchise services; Printed cards, certificates, bags, wrapping & packaging for food, pastries, snack items, cookies, brownies, stickers
78	FIREHOUSE SUBS Canada	TMA693,4 07	July 24, 2009	Retail store services featuring baked goods, pastries and desert;

				Restaurant services; Franchise services; Printed cards, certificates, bags, wrapping & packaging for food, pastries, snack items, cookies, brownies, stickers
79	FIREHOUSE SUBS Chili	846,918	April 16, 2009	Restaurant services specializing in submarine style sandwiches for public consumption
80	FIREHOUSE SUBS Chili	846,917	April 16, 2009	Franchise services
81	FIREHOUSE SUBS LOGO Chili	846,919	April 16, 2009	Franchise services
82	FIREHOUSE SUBS LOGO Chili	846,920	April 16, 2009	Restaurant services specializing in submarine style sandwiches for public consumption
83	FIREHOUSE SUBS China	888,157	November 3, 2008	Restaurant services
84	FIREHOUSE SUBS (and design) China	888,254	January 5, 2009	Restaurant Services
85	FIREHOUSE SUBS European Union	4,251,344	August 2, 2007	Restaurant services; temporary accommodation; franchising services Clothing, footwear, headgear; t-shirts, golf shirts, hats and polo shirts; Games and playthings; gymnastic and sporting articles not included in other glasses; decorations for Christmas trees; Toys and promotional items in the form of toys and playthings;
86	FIREHOUSE SUBS (and design) European Union	6,589,147	November 13, 2008	Clothing, footwear, headgear; Games & playthings; Services providing food and drink, temporary accommodation
87	FIREHOUSE SUBS Russia	888,254	September 24, 2007	Restaurant Services
88	FIREHOUSE SUBS LOGO Russia	888,157	December 17, 2007	Restaurant Services
89	FIREHOUSE SUBS Georgia	888,157	August 15, 2007	

90	FIREHOUSE SUBS (words only) Georgia	888,254	January 15, 2008	Restaurant Services
91	FIREHOUSE SUBS Hong Kong	301,184,931	August 19, 2008	Restaurant and franchise services
92	FIREHOUSE SUBS LOGO Hong Kong	301,184,922	August 19, 2008	Restaurant and franchise services
93	FIREHOUSE SUBS Macao	N/038530	February 24, 2009	Franchise services
94	FIREHOUSE SUBS Macao	N/038531	February 24, 2009	Restaurant services
95	FIREHOUSE SUBS LOGO Macao	N/038532	February 24, 2009	Franchise services
96	FIREHOUSE SUBS LOGO Macao	N/038533	February 24, 2009	Restaurant services
97	FIREHOUSE SUBS LOGO Mexico	1,256,628	December 7, 2011	Franchised Services
98	FIREHOUSE SUBS Mexico	1,257,845	December 12, 2011	Franchised Services
99	FIREHOUSE SUBS Mexico	1,395,969	September 9, 2013	Restaurant Services
100	FIREHOUSE SUBS LOGO Mexico	1,395,970	September 9, 2013	Restaurant Services
101	FIREHOUSE SUBS (words) Singapore	T0615294Z	October 24, 2006	
102	FIREHOUSE SUBS (and design) Singapore	T0615311C	October 12, 2006	Restaurant Services
103	FIREHOUSE SUBS South Africa	2007-05588	March 15, 2010	Franchise services
104	FIREHOUSE SUBS LOGO South Africa	2007-05951	March 18, 2010	Franchise services
105	FIREHOUSE SUBS LOGO South Africa	2007-05951/1	March 15, 2010	Restaurant services
106	FIREHOUSE SUBS South Africa	2007-05589	August 15, 2011	Restaurant services
107	FIREHOUSE SUBS South Korea	888,157	June 19, 2007	
108	FIREHOUSE SUBS South Korea	888,254	June 19, 2007	
109	FIREHOUSE SUBS Taiwan	01359508	April 16, 2009	Restaurant and franchise services
110	FIREHOUSE SUBS LOGO Taiwan	01365644	June 1, 2009	Restaurant and franchise services

PENDING INTERNATIONAL TRADEMARKS BY COUNTRY

111	CAPTAIN SORENSEN'S Canada (Pending)	1,667,936	March 17, 2014	Sauces
111	CAPTAIN SORENSEN'S Canada (Pending)	1,667,936	March 17, 2014	Sauces
112	 Canada (Pending)	1,667,934	March 17, 2014	Sauces
113	ENGINEER Canada (Pending)	1,667,381	March 13, 2014	Sandwiches
114	FIREHOUSE HERO Canada (Pending)	1,667,380	March 13, 2014	Sandwiches
115	FIREHOUSE MEATBALL Canada (Pending)	1,667,382	March 13, 2014	Sandwiches
116	FIREHOUSE SUBS Canada (Pending)	1,667,376	March 13, 2014	Goods (1) Shirts; (2) Magnetically encoded gift cards; (3) Cups; (4) Beverages Services – Financial services in the field of money lending; Consumer lending services
117	 Canada (Pending)	1,667,375	March 13, 2014	(1) Magnetically encoded gift cards; (2) Cups; (3) Beverages
118	 Canada (Pending)	1,667,374	March 13, 2014	Goods (1) Beverages; (2) Cups; (3) Cereals, snacks; Clothing; Bags; Gift Cards. Services (1) Restaurant franchising; (2) Restaurant Services; (3) Retail store featuring baked goods; (4) Charitable fund raising
119	 Canada (Pending)	1,667,921	March 17, 2014	Fruit-flavored beverages




120	 Canada (Pending)	1,667,918	March 17, 2014	Fruit-flavored beverages
121	FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION Canada (Pending)	1,667,915	March 17, 2014	Charitable contributions and charitable funding raising
122		1,667,932	March 17, 2014	Accepting and administering monetary charitable contributions; Charitable fund raising
123	FULLY INVOLVED Canada (Pending)	1,667,377	March 13, 2014	Restaurant Services
124	HOOK & LADDER Canada (Pending)	1,667,378	March 13, 2014	Sandwiches
125	NEW YORK STEAMER Canada (Pending)	1,667,379	March 13, 2014	Sandwiches
126	 Canada (Pending)	1,693,836	Filed 9/17/2014	Magnetically encoded credit cards; Gift cards
127	FIREHOUSE SUBS Puerto Rico (Pending)	76220	May 10, 2011	Restaurant Services
128	FIREHOUSE SUBS (and design) Puerto Rico (Pending)	76219	May 10, 2011	Restaurant Services
129	FIREHOUSE SUBS Venezuela (Pending)	17459-08	Filed 9/3/2008	Franchise services
130	FIREHOUSE SUBS Venezuela (Pending)	17460-08	Filed 9/3/2008	Restaurant services
131	FIREHOUSE SUBS LOGO Venezuela (Pending)	17457-08	Filed 9/3/2008	Franchise services
132	FIREHOUSE SUBS LOGO Venezuela (Pending)	17458-08	Filed 9/3/2008	Restaurant services

Exhibit 1 to Trademark Security Agreement

TRADEMARK ASSIGNMENT

WHEREAS, **FIREHOUSE RESTAURANT GROUP, INC.**, a Florida corporation ("Grantor"), is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee") having a place of business at _____, is desirous of acquiring the Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____, 20____.

FIREHOUSE RESTAURANT GROUP, INC.

Witness: _____

By: _____
As Attorney-in-fact

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20____ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of **FIREHOUSE RESTAURANT GROUP, INC.** ("Grantor"), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Individual Notary)

My Commission Expires:

SCHEDULE A TO TRADEMARK ASSIGNMENT

<u>TRADEMARKS</u>	<u>APPLICATION/ REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>REGISTRATION DATE</u>
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POWER OF ATTORNEY

FIREHOUSE RESTAURANT GROUP, INC., a Florida corporation ("Grantor"), hereby authorizes TD BANK, N.A., its successors and assigns, and any officer or agent thereof (collectively "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement), to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks.

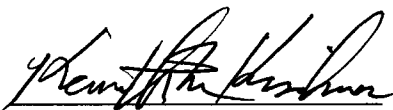
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Loan and Security agreement bearing even date herewith between Grantor and Grantee as it may be supplemented, restated, superseded, amended or replaced from time to time.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall be coupled with an interest and irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 5th day of August, 2015.

FIREHOUSE RESTAURANT GROUP, INC.


Witness: 

Witness: 

By: 

Name: Robin O. Sorensen

Title: President

Attest: 
secretary